

Annexure EDR - 113



FEDERAL COURT
OF AUSTRALIA

19 October 2018

Mr Matthew Benter
By email:

Dear Matthew,

Offer of Engagement – Ongoing APS Employee

I am pleased to advise that you have been offered ongoing employment in the Federal Court of Australia. The details and conditions of your ongoing employment are outlined in this letter.

1. Position Details

Jurisdiction:	Federal Court of Australia (FCA)
Job Title:	National Judicial Registrar
Location:	Perth, WA
Classification:	Legal 2 (EL 2)
Salary:	\$150,391 per annum, plus superannuation
Position Number:	TBC 1645
Status:	Ongoing, Full-Time
Commencement Date:	19 November 2018

2. Terms and Conditions of Employment

The terms and conditions of the employment are as set out in the Federal Court of Australia Enterprise Agreement 2018-2021, and any enterprise agreement that replaces that agreement.

Other terms and conditions of your employment are set out in Commonwealth legislation, including the *Public Service Act 1999*.

3. Probation

Your engagement is subject to a condition of probation as per clause 59 of the Federal Court of Australia Enterprise Agreement 2018-2021. During the probation period, you will participate in performance assessments to gauge whether you are meeting the Courts' performance and conduct requirements. If your work performance and/or conduct are considered unsatisfactory during this probation period your employment may be terminated.

4. Outside Employment

You must first seek and obtain written authority from the appropriate delegate to engage in any form of outside employment or to conduct a business, trade or profession. Approval to engage in outside employment will not be granted if it interferes with the effective performance of your official duties, creates or appears to create a conflict of interest, or reflects adversely on the Court.

A handwritten signature in black ink, appearing to be 'S'.

5. Conditions of Engagement

This engagement is subject to:

1. A condition as to security and character clearances:
 - You must pass, to the Courts' satisfaction, a Criminal History Check by the Australian Federal Police.
 - Where the engagement will result in your dealing with children, you must have at all times a valid working with children or vulnerable people clearance under the laws of the State or Territory where you are performing your duty.
2. A condition as to health clearances
3. A condition as to citizenship (see below)
4. Certified copies of qualifications (if applicable)

Are you an Australian Citizen?

Yes ☒ No ☐

If answered no do you have permanent residency/ a permit to work?

Yes ☐ No ☐

The Public Service Act 1999 states that a person who is not an Australian Citizen cannot be engaged unless the delegate considers it appropriate to do so. You are required to provide a certified true copy of your current passport and visa. Please do not send original documents, a certified true copy is sufficient.

Have you taken a redundancy benefit from an APS Agency in the last 12 months?

Yes ☐ No ☒

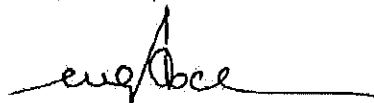
If answered yes, please provide the date that your redundancy period expires:

6. Acceptance of the Offer

To indicate your acceptance of this offer of employment and the terms and conditions and obligations outlined, please sign this letter of offer in the space provided and return this letter to recruitment@fedcourt.gov.au

If you have any questions regarding your employment, please do not hesitate to contact Darrin Moy on 0410 585 365.

Yours Sincerely



Warwick Soden
Chief Executive Officer and Principal Registrar
Federal Court of Australia

I have read and understood this letter and accept the offer of employment on the terms and conditions set out in the letter. In accepting the offer I agree to abide by the Court's policies and procedures in relation to employment matters which may be made or varied from time to time.

Name:	Sign:	Date:
Matthew R. Baker	-	22/10/2018

Offer of Engagement - Ongoing
Revised October 2016



**FEDERAL COURT
OF AUSTRALIA**

Individual Flexibility Agreement

between

the Chief Executive Officer of the
Federal Court of Australia,
acting on behalf of the Commonwealth

and

Matthew Benter

In accordance with

**Clause 5 of the *Federal Court of Australia*
*Enterprise Agreement 2018 – 2021***

A handwritten signature, possibly 'J.B.', in the bottom right corner of the page.

HR

From: HR
Sent: Monday, 19 November 2018 11:48 AM
To: HR
Subject: Matthew Benter - Allowance to count for super

UNCLASSIFIED

Darrin Moy

EXECUTIVE DIRECTOR, PEOPLE, C. Available - Video Capable



Morning Darrin. IFA for Matthew Benter, should the 540k allowance count for super? I have assumed yes as it is essentially additional remuneration and the agreement does not mention otherwise. Thanks

Brett, yes as we have not expressed the way allowances normally are arranged - it was a way to make his offer close to his current arrangements.

End message generated by PEOPLE@PPL-011-011-011

1. PARTIES TO THE FLEXIBILITY AGREEMENT

- 1.1 This flexibility agreement is made under Clause 5 of the *Federal Court Enterprise Agreement 2018-2021* (the Federal Court Agreement) between:

The Employer: The Chief Executive Officer of the Federal Court of Australia, acting on behalf of the Commonwealth

And

The Employee: Matthew Benter

2. PERIOD OF OPERATION

- 2.1 This flexibility agreement will start operating on the Federal Court Agreement commencement date, or the date this flexibility agreement is signed by the parties, whichever is the later, superseding any previous flexibility agreement(s) signed by the parties.
- 2.2 This flexibility agreement will operate until the Federal Court Agreement ceases to apply to the Employee, unless this flexibility agreement is terminated sooner.

3. TERMS AND CONDITIONS

- 3.1 The Employer and the Employee note that the terms of the Federal Court Agreement continue to apply to the employee subject to the variation made by this flexibility agreement.
- 3.2 Clause 10 and Attachment B of the Federal Court Agreement are varied so that the Employee's base salary from the date of commencement of this flexibility agreement is \$150,391 per annum plus superannuation, plus an allowance of \$40,000 per annum.
- 3.3 The Employer and the Employee agree that the Employee is better off overall in that this flexibility agreement provides the Employee with \$40,000 more in base salary compared with the Employee's base salary under the Federal Court Agreement, while not reducing any other entitlements under the Federal Court Agreement.

4. TERMINATION OF AGREEMENT

- 4.1 As provided in clause 5 of the Federal Court Agreement the Employer or the Employee may terminate this individual flexibility agreement by giving no more than 28 days notice to the other party; or if the Employer and the Employee agree in writing – at any time.

5. SIGNATURES

- 5.1 The Employer and the Employee agree to make this flexibility agreement in accordance with clause 5 of the Federal Court Agreement.



19 October 2018
Dated:

.....
Chief Executive Officer of the Federal Court of Australia
on behalf of the Commonwealth

.....
Employee

Dated: 22/10/2018